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UNITED STATES DISTRICT COURT
DISTRICT OF ARIZONA

Wavve Americas, Inc., a Delaware corporation,

Case No.

Plaintiff,

vs.

Unknown Registrant Of Kokoatv.Net;
Unknown Registrant Of Kokoa.Tv; And
Unknown Registrant Of Vidground.Com,

Defendants.

COMPLAINT FOR:

1. **FEDERAL TRADEMARK INFRINGEMENT** (15 U.S.C. § 1114);
 2. **FEDERAL ANTI-CYBERSQUATTING CONSUMER PROTECTION ACT (“ACPA”)** [15 U.S.C. § 1125(d)];
 3. **COPYRIGHT INFRINGEMENT** [17 U.S.C. § 501];
 4. **CONTRIBUTORY COPYRIGHT INFRINGEMENT** [17 U.S.C. § 501];
 5. **FEDERAL UNFAIR COMPETITION** [15 U.S.C. § 1125(a)]; and
 6. **TORTIOUS INTERFERENCE WITH BUSINESS EXPECTANCY**

DEMAND FOR JURY TRIAL

1 Plaintiff wavve Americas, Inc. (“wA” or “Plaintiff”) by and through its attorneys,
2 asserts this Complaint against Defendants Unknown Registrant of KOKOATV.NET,
3 Unknown Registrant of KOKOA.TV, and Unknown Registrant of VIDGROUND.COM
4 (collectively, “Defendants”), whose true identity/identities is/are presently unknown, as
5 set forth below.

7 **JURISDICTION AND VENUE**

8 1. This is an action for federal trademark infringement under the Lanham Act,
9 15 U.S.C. § 1114 et. seq., cybersquatting under 15 U.S.C. § 1125(d), copyright infringing
10 and contributory copyright infringement under 17 U.S.C. § 501, federal unfair competition
11 under the Lanham Act, 15 U.S.C. § 1125 et seq., and tortious interference with business
12 expectancies under Arizona common law.

13 2. This Court has jurisdiction over the subject matter of this lawsuit pursuant to,
14 *inter alia*, 28 U.S.C. §§ 1331 and 1338(a). In addition, this Court has *in rem* jurisdiction
15 over the domain names KOKOATV.NET and KOKOA.TV pursuant to 15 U.S.C. §
16 1125(d)(2)(A), which provides that “[t]he owner of a mark may file an *in rem* civil action
17 against a domain name in the judicial district in which the domain name registrar, domain
18 name registry, or other domain name authority that registered or assigned the domain name
19 is located....” As explained below, Namecheap, Inc. is the registrar of record for each of
20 the domain names at issue, and Namecheap, Inc. is located in this judicial district at 4600
21 East Washington Street, Suite 305, Phoenix, Arizona 85034.
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Office Address

LEWIS ROCA

1 3. The Court has specific personal jurisdiction over Defendants because they¹
2 have registered KOKOATV.NET, KOKOA.TV and VIDGROUND.COM with
3 Namecheap, Inc., an Arizona-based domain registrar with a website at
4 NAMECHEAP.COM (“Namecheap”). True and correct copies of the WHOIS information
5 listing NAMECHEAP INC under Registrar Information is attached as Exhibit A for
6 KOKOATV.NET and KOKOA.TV, and as Exhibit B for VIDGROUND.COM.
7

8 4. Namecheap requires its registrants to consent to personal jurisdiction in this
9 Court for disputes between Namecheap registrants, such as Defendants, and third parties,
10 such as wA. Specifically, the Namecheap Registration Agreement, to which all registrants
11 must agree, provides that:

12 [F]or the adjudication of third party disputes (i.e., disputes between you and
13 another party, not us) concerning or arising from use of domain names
14 registered hereunder, you shall submit without objection, without prejudice
15 to other potentially applicable jurisdictions, to the subject matter and personal
16 jurisdiction of the courts (i) of the domicile of the registrant as it appears in
17 the public WHOIS record for the domain name(s) in controversy, and (ii)
18 where we are located, currently those State or federal courts whose
19 geographic districts include Maricopa County, State of Arizona.

20 A true and correct copy of the Namecheap Registration Agreement is attached as Exhibit
21 C.
22

23

24 ¹ For clarity, Defendants will be jointly referred to using the third-person pronoun “they.”
25 However, it is unknown at this time if Defendants are different individuals or entities or if
26 they are the same individual or entity, and the use of “they” should not be understood as a
27 representation that the Defendants are different individuals or entities.

1 5. Additionally, this Court has specific jurisdiction on account of Defendants'
2 distribution of infringing content within this state. The Court's exercise of personal
3 jurisdiction over Defendants is reasonable.
4

5 6. Venue is appropriate in this district under 28 U.S.C. § 1391 because the claim
6 asserted arises out of wrongful acts that occurred and are occurring within this judicial
7 district.
8

THE PARTIES

9 7. Plaintiff wavve Americas, Inc. is a Delaware corporation with its principal
10 place of business at 515 S. Figueroa St., Suite 1230, Los Angeles, California 90071.

11 8. Defendants are the unknown registrant(s) of KOKOATV.NET, KOKOA.TV,
12 and VIDGROUND.COM.² The identity of Defendants is unknown because all three
13 domains were registered using a “privacy protection” service. In this case, the identities of
14 the registrants of KOKOATV.NET, KOKOA.TV and VIDGROUND.COM are protected
15 by the company Withheld for Privacy ehf (“Withheld for Privacy”). *See* Exhibits A and B.
16 Withheld for Privacy allows a registrant to register a domain name without listing the
17 registrant’s true name, email address, or contact information in the publicly available
18 “WHOIS” database of domain name registrants. Instead, registrars submit Withheld for
19 Privacy’s generated “proxy” information to the WHOIS database to “identify” the
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24 ² To the extent temporary and/or final resolution of this matter requires action by
25 Namecheap, wA understands that Namecheap consents to this Court’s jurisdiction without
26 being a named party in the lawsuit. Exhibit D is a true and correct copy of Namecheap’s
27 Court Order & Subpoena Policy, which states “No, you do not need to name Namecheap
28 or Withheld for Privacy in a legal action.” Exhibit E is a true and correct copy of
Namecheap’s Uniform Domain Name Dispute Resolution Policy (“UDRP”), which states
that “We will cancel, transfer or otherwise make changes to domain name registrations
under the following circumstances: ... b. our receipt of an order from a court or arbitral
tribunal, in each case of competent jurisdiction, requiring such action....”

registrant.

9. According to Withheld for Privacy's Terms of Service, a true and correct copy of which is attached hereto as Exhibit F, Withheld for Privacy "provide[s] anonymized email solutions that allow third parties to contact your Customer directly without disclosing your Customers personal email information." This process is further explained at Namecheap's website addressing "How does Domain Privacy work?," where Namecheap explains that "Your personal email address will be replaced with a unique Withheldforprivacy.com one (e.g., 35180ba032214a9387fe517f46b6037d.protect@withheldforprivacy.com), and every email sent to this email address will be forwarded to your Registrant email address." A true and correct screenshot of this website is attached hereto as Exhibit G.

FACTUAL BACKGROUND

wavve Americas' KOCOWA® Service

10. wA is a leading entertainment company and distributor of Korean-originating media content in the Americas.

11. Recognizing a growing demand for Korean-produced programming in the United States, wA built its KOCOWA® platform to provide K-drama, K-reality, K-variety, and K-pop content in the United States and elsewhere. wA's KOCOWA platform is an over-the-top (OTT) media service that distributes (*i.e.*, streams) media content directly to viewers via the Internet.

1 12. wA does not currently create original content. Instead, wA licenses original
2 programming that first airs in Korea³ for distribution in the United States via its KOCOWA®
3 service. wA currently offers more than 1,300 shows through its Kocowa service, and new
4 programming is added regularly (hereinafter, the “Kocowa Programming”).
5

6 13. wA has been granted exclusive licenses from, *inter alia*, the three largest
7 Korean broadcast networks—KBS, SBS, and MBC—to distribute (*i.e.*, stream) over 1,100
8 different programs in the United States and elsewhere (hereinafter, the “Works”).
9

10 14. The KOCOWA® service provides the Kocowa Programming as a Video-on-
11 Demand service to registered users. Some Kocowa Content is available to registered users
12 for free with ads, from which wA generates revenue. This is called Advertising Video-on-
13 Demand (AVOD). However, the vast majority of Kocowa Programming is provided
14 without ads to registered users that pay a recurring subscription fee to wA. This is called
15 Subscription Video-on-Demand (SVOD).
16

17 15. The name “KOCOWA” is an acronym generated from the phrase “KOrean
18 COntent WAve”.⁴ Kocowa has no separate meaning in English or Korean and has no
19 dictionary definition.
20

21 16. Although Korean programming is increasingly popular in the United States,
22 wA relies heavily on word-of-mouth from its registered users to friends and family to
23 increase its registered user (and subscriber) base. Indeed, KOCOWA® caters to non-native
24 English speakers or non-English speakers in that it provides Korean-language content.
25

26 ³ All references to “Korea” herein refer to the Republic of Korea, colloquially known as
27 South Korea.

28 ⁴ “Korean television is the pop culture phenomena of the new decade, and wA is bringing
the Korean Content Wave, KOCOWA, to international audiences everywhere.”
<https://corp.kocowa.com/kocowa/> (accessed August 29, 2023).

1 17. wA protects its KOCOWA® brand by a variety of means, including but not
2 limited to obtaining federal trademark registrations. To this end, wA is the owner of United
3 States Trademark Registration No. 6,183,377 (the “’377 Registration”) for the mark
4 KOCOWA (the “Kocowa Mark”) for, among other things, Video Streaming Services Via
5 the Internet; Streaming and Electronic Delivery of Videos and Digital Media Content in the
6 Nature of Digital Media Content for Others Via a Global Computer Network; Streaming of
7 Audio, Visual and Audiovisual Material Via a Global Computer Network Featuring Korean
8 Media, Entertainment, Films, Drama, Comedy, Variety Shows, Music Videos and History;
9 Video Streaming Services Via the Internet Featuring Films and Motion Pictures; Provision
10 of Electronic Access to Audio and Video Media; Providing Electronic Access to Digital
11 Media; Providing Electronic Access to Digital Media Streaming Devices; Providing
12 Electronic Access to Digital Entertainment Systems for Purchasing and Watching Digital
13 Content; Video-On-Demand Broadcasting; On-Demand Cable Television Broadcasting;
14 On- Demand Television Broadcasting; Television Broadcasting; Internet Protocol
15 Television (Iptv) Transmission Services; Internet Broadcasting Services; Transmission of
16 Moving Pictures Via Internet; Transmission of Images and Voice Via Internet; Wireless
17 Internet Broadcasting Services; Communication by Remote Screen in the Nature of Mobile
18 Phones; Transmission of Data; Satellite Television Broadcasting; Cable Television
19 Broadcasting; Transmission of Information on Optical Telecommunication Networks;
20 Transmission of Information Via National and International Networks; Transmission of
21 News; Digital Television Broadcasting; Electronic Message Sending in International Class
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23 38. The ’377 Registration issued on October 27, 2020. A true and correct copy of the ’377
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Office Address

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1 Registration is attached hereto as Exhibit H.

2
3 18. wA is also the owner of United States Trademark Registration No. 5,985,094
4 (the “’094 Registration”) for the mark KOCOWA and Design (the “Kocowa Logo”) for
5 Video-On-Demand Broadcasting; On-Demand Cable Television Broadcasting; On-
6 Demand Television Broadcasting; Television Broadcasting; Internet Protocol Television
7 (Iptv) Transmission Services; Internet Broadcasting Services; Transmission of Moving
8 Pictures Via Internet; Transmission of Images and Voice Via Internet; Wireless Internet
9 Broadcasting Services; Communication by Remote Screen in the Nature of Mobile Phones,
10 Namely, Communications by Mobile Phone; Satellite Television Broadcasting; Cable
11 Television Broadcasting; Transmission of Information on Optical Telecommunication
12 Networks; Transmission of Information Via National and International Networks;
13 Transmission of News; Digital Television Broadcasting; Electronic Message Sending, All
14 of the Foregoing Relating to Korean Media, Entertainment, Films, Drama, Comedy, Variety
15 Shows, Music Videos and History in International Class 38. The ’094 Registration issued
16 on February 11, 2020. A true and correct copy of the ’094 Registration is attached as
17 Exhibit I, and the Kocowa Logo is reproduced below.
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21 19. wA also owns and maintains the domain name KOCOWA.COM, through
22 which it provides information about, accepts subscriptions to, and provides an on-line
23 version of its KOCOWA® service.
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1 The KOKOATV.NET and KOKOA.TV Websites

2 20. Defendant Registrant of KOKOATV.NET (hereinafter, the “Kokoa
3 Defendant”) owns, operates, and maintains the KOKOATV.NET Internet website that is
4 accessible to individuals in the United States. Upon information and belief, the Kokoa
5 Defendant also owns, operates, and maintains the KOKOA.TV Internet website.
6 KOKOA.TV simply redirects visitors to KOKOATV.NET. A screenshot of the webpage
7 that resolves from KOKOATV.NET as accessed on July 12, 2023, is attached hereto as
8 Exhibit J. An English-language machine translation of the same webpage is attached hereto
9 as Exhibit K.

10 21. Upon reaching KOKOATV.NET, directly or indirectly through KOKOA.TV,
11 users can select from a wide variety of media content, including TV shows and movies, for
12 viewing without registering and entirely free of charge. In addition to providing access to
13 Korean-based shows, including many of which are exclusively licensed to wA for
14 distribution in the United States, KOKOATV.NET provides access to recent shows and
15 movies from other OTT media services, including Netflix, Disney+, and Apple TV.

16 22. KOKOATV.NET is specifically directed at and targets Korean-speaking
17 individuals. The KOKOATV.NET website features Korean language characters and
18 features Korean-language advertisements for even English language programming. As one
19 example, the movie poster for Guardians of the Galaxy Volume 3 is shown below as it
20 appears on KOKOATV.NET (left) and how it appears in English (right).⁵ Further, English-
21 language programming available via KOKOATV.NET has Korean-language subtitles

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⁵ Although outside the scope of this suit, Guardians of the Galaxy Volume 3 is not yet released
 for streaming on Disney+ but is available for streaming, free of charge, via KOKOATV.NET.

1 hardcoded into the stream while Korean-language programming available via
 2 KOKOATV.NET does not feature any subtitles.
 3



Exhibit J

English-Language Movie Poster

15 23. In addition to typical movie genre filters, such as “action” or “comedy,”
 16 KOKOATV.NET includes filters for “western movie” and “Korean movie” to distinguish
 17 between English-language movies and Korean-language movies. A screenshot of
 18 KOKOATV.NET/movie, taken on July 12, 2023, with machine English-language
 19 translation is attached hereto as Exhibit L.

21 24. How KOKOATV.NET distributes (*i.e.*, streams) its unlicensed content will
 22 be briefly described using the show 넘버스 : 빌딩숲의 감시자들 (in English, Numbers)
 23 as an example. The first season of Numbers recently aired in Korea, with the first episode
 24 having aired on June 23, 2023. wA has the exclusive license to distribute (*i.e.*, stream) all
 25 episodes of Numbers from MBC to users in the United States and has not sublicensed this
 26 right to KOKOATV.NET or anyone associated with KOKOATV.NET.
 27
 28

1 25. The sixth episode of Numbers aired in Korea on July 8, 2023. As of July 12,
2 2023, the first six episodes of Numbers were available for viewing to registered users on
3 wA's KOCOWA® service. A screenshot showing the availability of all six episodes of
4 Numbers on wA's KOCOWA service as of August 29, 2023, is attached hereto as Exhibit
5 M.

6 26. KOKOATV.NET also offers, without permission, all episodes of Numbers at
7 <https://kokoatv.net/tv-show/%eb%84%98%eb%b2%84%ec%8a%a4-%eb%b9%8c%eb%94%a9%ec%88%b2%ec%9d%98-%ea%b0%90%ec%8b%9c%ec%9e%90%eb%93%a4/>. A true and correct screenshot of
8 this webpage, as accessed on August 29, 2023, is attached hereto as Exhibit N, and an
9 English-language machine translation thereof is attached hereto as Exhibit O.

10 27. A user then selects an episode of Numbers and is taken to a subsequent page.
11 A screenshot of <https://kokoatv.net/episode/%eb%84%98%eb%b2%84%ec%8a%a4-%eb%b9%8c%eb%94%a9%ec%88%b2%ec%9d%98-%ea%b0%90%ec%8b%9c%ec%9e%90%eb%93%a4-6%ed%99%94/>, which is episode 6
12 of Numbers, is shown below and attached hereto as Exhibit P, with an English-language
13 machine translation thereof attached hereto as Exhibit Q.

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1 KOKOATV

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3 Home > 넘버스: 빌딩숲의 감시자들 > 시즌 1 > 넘버스: 빌딩숲의 감시자들 6화

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14 Home > Numbers: Wardens of the Building Forest > season 1 > [Numbers: Wardens of the Building Forest Episode 6](#)

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17  Registration: 08.07.2023

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Numbers: Wardens of the Building Forest Episode 6

19 **Numbers: Watchdogs in the Building Forest**

20

The story of Jang Ho-woo, who has a tragic family history, joins Taeil Accounting Firm as the first and only high school graduate accountant to realize the justice he dreamed of

21 [Show Less](#)

22

[DIRECT VIEW](#)

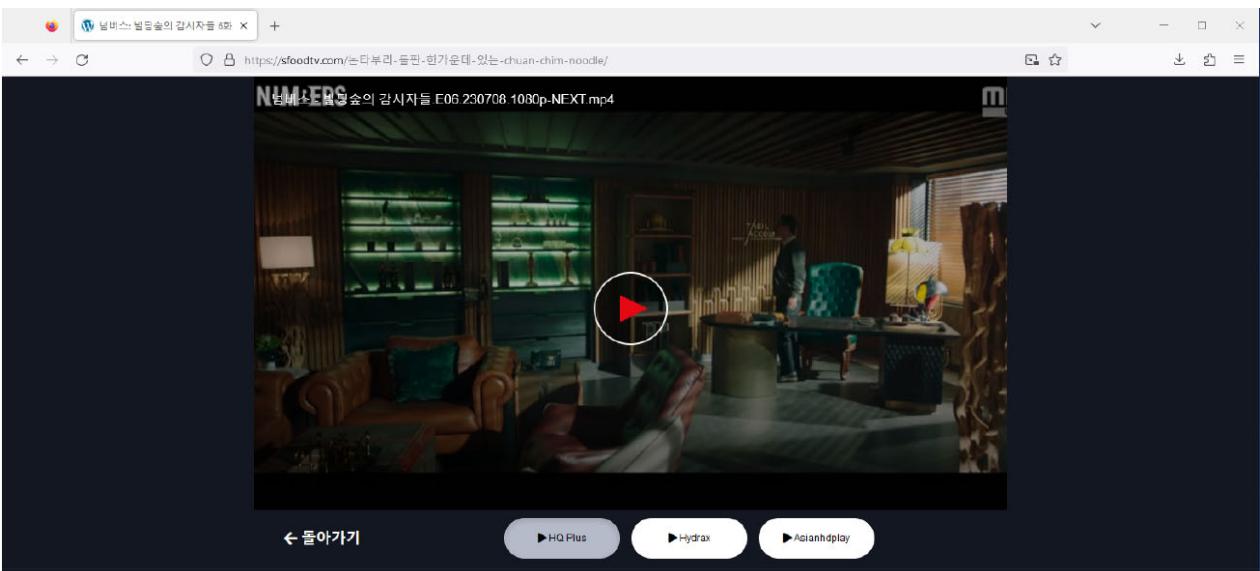
24 28. A user then clicks the blue button⁶, which states “DIRECT VIEW,” (when
25 translated to English) and is taken to another webpage where the selected episode is

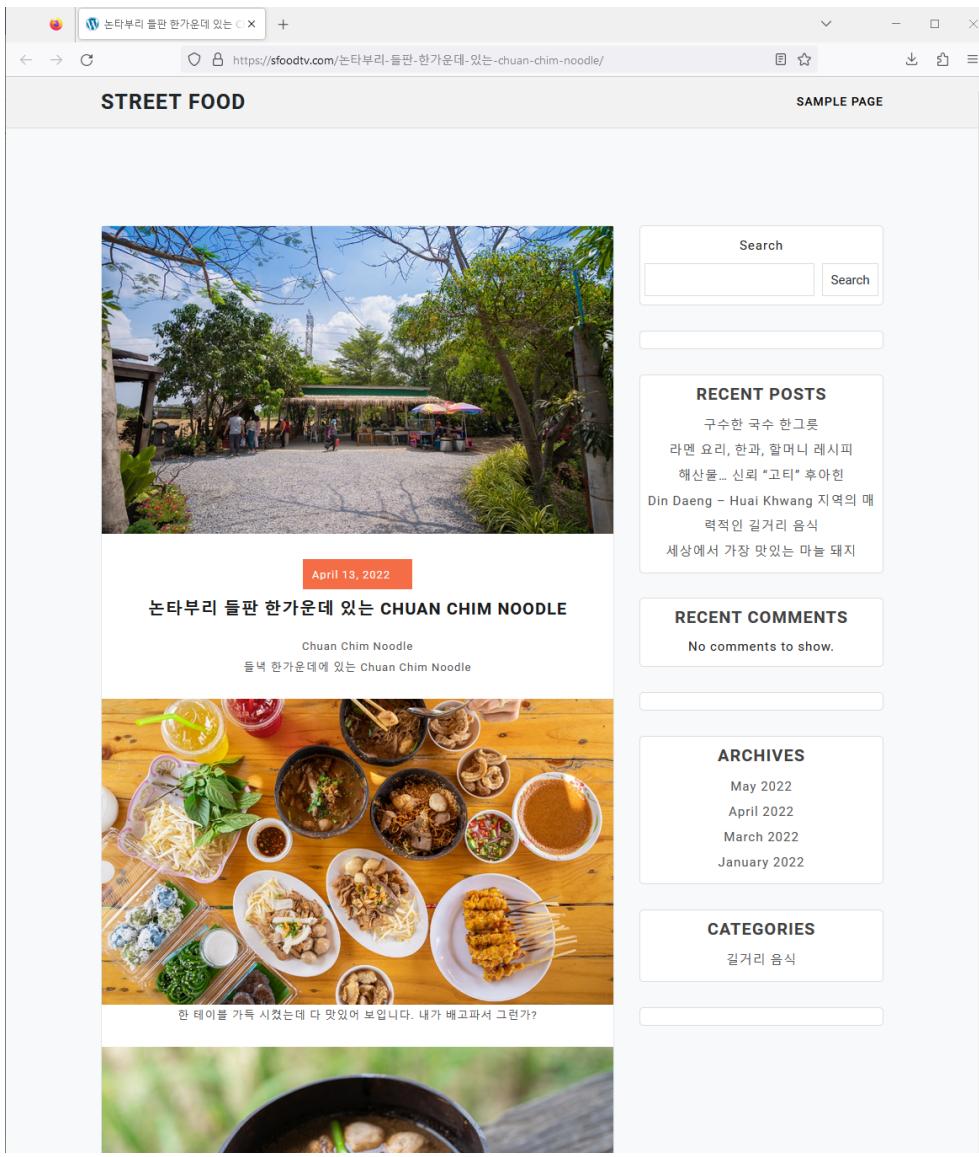
⁶ The blue link is referred to as a “deeplink” because it links to a specific piece of webcontent and not to a website’s homepage, e.g., <https://example.com/path/page> versus <https://example.com>.

1 streamed. A true and correct copy of the webpage that resolves from the DIRECT VIEW
2 button is attached hereto as Exhibit R. As can be seen in Exhibit R, the resolved webpage
3 is <https://sfoodtv.com/%EB%85%BC%ED%83%80%EB%B6%80%EB%A6%AC-%EB%93%A4%ED%8C%90-%ED%95%9C%EA%B0%80%EC%9A%B4%EB%8D%B0-%EC%9E%88%EB%8A%94-chuan-chim-noodle/>, not a KOKOATV.NET
4 webpage.
5

6 29. However, on information and belief, the Kokoa Defendant is using
7 sophisticated scripts running on the KOKOATV.NET webpage to mask the true location of
8 the infringing content, such as episode 6 of Numbers in this example.
9

10 30. First, the webpage
11 <https://sfoodtv.com/%EB%85%BC%ED%83%80%EB%B6%80%EB%A6%AC-%EB%93%A4%ED%8C%90-%ED%95%9C%EA%B0%80%EC%9A%B4%EB%8D%B0-%EC%9E%88%EB%8A%94-chuan-chim-noodle/>, which originally displayed the
12 infringing copy of episode 6 of Numbers as shown in Exhibit R, instead resolves to a
13 website called STREET FOOD that is apparently a Korean food blog, a screenshot of which
14 is attached hereto as Exhibit S, when the page is visited directly (*i.e.*, when the web address
15 is accessed directly rather than reached via KOKOATV.NET). A comparison between the
16 two webpages shown in Exhibits R and S, which resolve from the same web address, is
17 shown below:
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1 31. Further confounding matters, each click on the same DIRECT VIEW button
 2 shown in Exhibit P takes the user to a different webpage, but one which streams the same
 3 infringing sixth episode of Numbers in this example. Attached hereto as Exhibit T is a
 4 screenshot of another website resolving from the same blue DIRECT VIEW link shown in
 5 Exhibit P at <https://dicecake.com/i-need-to-tighten-my-belt-savings-deposits-reached-4-5/>,
 6 which shows the same infringing episode sixth episode of Numbers. However, returning to
 7 this same web address directly resolves an entirely different webpage, shown in Exhibit U.
 8

9 32. Attached hereto as Exhibit V is a screenshot of yet another website resolving
 10 from the same blue DIRECT VIEW link shown in Exhibit P at
 11 <https://gamejuicy.com/play/levit-racer-6361>. As before, attempting to return to the
 12 webpage directly takes the user to an entirely unrelated webpage, in this case, to a game
 13 called Levit Racer as shown in Exhibit V.

14 33. Based on extensive research, wA believes that KOKOATV.NET uses at least
 15 the following domains to spoof the true location of the infringing content:
 16 SFOODTV.COM⁷; DICECAKE.COM⁸; GAMEJUICY.COM⁹; and JUSTLINK.TV¹⁰.

17 34. At this time, wA is unaware how the Kokoa Defendant is able to provide these
 18 “spoof” web addresses. However, this spoofing substantially frustrates right’s holders’
 19 attempts to utilize the DMCA takedown procedure because the infringing materially cannot
 20 be directly linked. Put another way, while <https://gamejuicy.com/play/levit-racer-6361>
 21 links to an infringing copy of episode six of Numbers when resolved via KOKOATV.NET
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 27 ⁷ See Exhibits R and S.
 28 ⁸ See Exhibits T and U.
⁹ See Exhibits V and W.
¹⁰ See Exhibits X and Y. Exhibit X shows episode one of Numbers.

1 (Exhibit V), someone accessing this same link directly resolves an entirely different
2 webpage (Exhibit W) that does not show the infringing content.
3

4 35. For this same reason, the website KOKOATV.NET, and specifically the blue
5 DIRECT VIEW links hosted thereon, are understood to be the *only* means to access the
6 infringing content. Put another way, a user cannot directly link to episode six of Numbers
7 (or any other content shown on KOKOATV.NET) but must go through the link provided at
8 KOKOATV.NET. Thus, the KOKOATV.NET website is the genesis of the infringing
9 conduct and, without being shut down, will continue infringing wA's exclusive rights.
10

11 36. By using the debugger console available on Internet browsers, it was
12 determined that the infringing video streams originate from hqplus.vidground.com,
13 regardless of which "spoof" web address is used. Exhibits Z, AA, AB, and AC are true and
14 correct screenshots (with annotations) showing the debugger console indicating that the
15 streaming content is being accessed from or provided by <https://hqplus.vidground.com>
16 while episode six of Numbers, accessed via KOKOATV.NET, is playing on
17 JUSTLINK.TV, SFOODTV.COM, GAMEJUICY.COM, and DICECAKE.COM,
18 respectively.
19

20 37. As explained above, VIDGROUND.COM is also registered at Namecheap
21 and utilizes the same Withheld for Privacy service as KOKOATV.NET and KOKOA.TV.
22 VIDGROUND.COM has no available contact information and purports to have a "Privacy
23 Policy" and "Terms of Use," but clicking the corresponding links simply returns to the same
24 VIDGROUND.COM homepage. On information and belief, VIDGROUND.COM is
25 hosting and/or distributing the infringing content.
26
27

1 **Infringement of wA's KOCOWA® Trademark**

2 38. Upon information and belief, the Kokoa Defendant selected the word
 3 "KOKOA" for its domain names due to its phonetic and visual similarity to wA's
 4 KOCOWA® mark and service. Indeed, when pronounced syllabically, the words are nearly
 5 indistinguishable (KO-CO-WA and KO-KO-A). Upon information and belief, the Kokoa
 6 Defendant selected these domain names to intentionally trade off the goodwill generated in
 7 wA's KOCOWA® mark and service and to confuse users into believing that
 8 KOKOATV.NET and KOKOA.TV are, or are related to, wA's KOCOWA® service.

9 39. As explained above, wA relies heavily on word-of-mouth referrals to its
 10 KOCOWA® service, especially among non-native English speakers and non-English
 11 speakers. Such individuals are highly susceptible to the type of phonetic copying the Kokoa
 12 Defendant has engaged in here.

13 40. Further, the addition of the generic phrase "TV" in the KOKOATV.NET
 14 domain name does little, if anything, to dispel any actual or potential confusion. Instead,
 15 "TV" simply refers to the type of programming—TV programming—that is provided both
 16 legally by wA's KOCOWA® service and illegally on Defendant's KOKOATV.NET
 17 website. Similarly, the use of the ".tv" top-level domain in KOKOA.TV merely indicates
 18 to users that the domain contains TV programming and video content.¹¹

19 41. Even further, a potential KOCOWA® subscriber need only be confused once
 20 for wA to be harmed. In other words, if a potential KOCOWA® user inadvertently reaches

21 ¹¹ As explained on NameCheap's website, the .tv TLD is a country code TLD for the Polynesian
 22 island of Tuvalu, but NameCheap advertises the .tv TLD specifically for video content, stating
 23 "If you have video to share, get a .tv domain. Sites with the .tv extension usually feature video
 24 content for specific brands or businesses."

25 <https://www.namecheap.com/domains/registration/cctld/tv/> (accessed August 29, 2023).

1 KOKOATV.NET instead of KOCOWA.COM, he or she would realize that most, if not all,
2 of the content available via AVOD or SVOD to registered users on wA's KOCOWA®
3 service is available free of charge (albeit illegally) without registration on KOKOATV.NET
4 and would be deterred from then seeking out wA's legitimate KOCOWA® service.
5

6 **Likelihood of Confusion**

7 42. The Kokoa Defendant targets the same consumers of Korean entertainment
8 content, in connection with the mark KOKOATV (the "Infringing Mark"), that wA targets
9 for streaming of Korean entertainment content, in connection with the Kocowa Mark and
10 Logo.

11 43. Since at least February 2023 and July 2023, respectively, Defendant has
12 operated KOKOATV.NET and KOKOA.TV, and actively offered free access to numerous
13 Korean television shows which have been exclusively licensed to wA to stream to viewers
14 in the United States without consent by wA or the copyright owners.

15 44. The Kokoa Defendant commenced using the Infringing Mark subsequent to
16 the First Use Date of the Kocowa Mark and long after wA had built up extensive and
17 valuable business and goodwill in connection with its Kocowa Mark.

18 45. The Infringing Mark contains a phonetically identical imitation of wA's
19 registered Kocowa Mark and is confusingly similar in sight, sound, and connotation.

20 46. On information and belief, Defendant was aware of wA and its use of the
21 Kocowa Mark in connection with the KOCOWA® video streaming service at the time
22 Defendant adopted and began using the Infringing Mark.

47. wA and the Kokoa Defendant are engaged in the business of providing near identical services to the same classes of customers, through the same or similar channels of trade.

48. On information and belief, the Kokoa Defendant adopted the Infringing Mark with the intent to deceive consumers and to cause confusion among subscription purchasers for the purpose of benefitting from the goodwill and public recognition associated with wA's Kocowa Mark and diverting users from wA's KOCOWA® service to the Kokoa Defendant's KOKOATV.NET website to increase ad revenue.

49. The Kokoa Defendant’s use of the phonetically identical Infringing Mark in its domain names KOKOA.TV and on KOKOATV.NET, which only adds the generic phrase “tv,” is, on information and belief, intended to confuse potential customers as to the source, origin, sponsorship, affiliation between wA and the Kokoa Defendant. This consumer confusion is exacerbated by the Kokoa’s Defendant’s offering of access to copyrighted content exclusively licensed to wA and streamed via the KOCOWA® on, *inter alia*, KOCOWA.COM.

Infringement of wA's Exclusive Distribution Rights

51. As explained above, wA has the exclusive right to distribute (*i.e.*, stream) in the United States over 1,100 shows created by the three major Korean networks and that first air in Korea (the “Works”). wA distributes the Works through its KOCOWA® OTT service and receives renumeration in the form of advertising revenue for AVOD programming and subscription revenue for SVOD content.

52. Defendants do not have permission to copy, host, publish, and/or distribute

any of the Works. A small sample of the Works is provided below along with where these Works are available for legitimate viewing via wA's KOCOWA service and illegitimately via KOKOATV.NET.

Program (Korean Title)	Program (English Title)	KOKOATV.NET Offering	KOCOWA Offering
넘버스 : 빌딩 숲의 감시자들	Numbers	https://kokoatv.net/tv-show/%eb%84%98%eb%b2%84%ec%8a%a4-%eb%b9%8c%eb%94%a9%ec%88%b2%ec%9d%98-%ea%b0%90%ec%8b%9c%ec%9e%90%eb%93%a4/	https://www.kocowa.com/en_us/season/78717530/numbers
생존 게임 코드	Mission CodeRed	https://kokoatv.net/tv-show/%ec%83%9d%ec%a1%b4%ea%b2%8c%ec%9e%84-%ec%bd%94%eb%93%9c%eb%a0%88%eb%93%9c/	https://www.kocowa.com/en_us/season/79029549/mission-coded
조선 변호사	Joseon Attorney: A Morality	https://kokoatv.net/tv-show/%ec%a1%b0%ec%84%a0%eb%b3%80%ed%98%b8%ec%82%ac/	https://www.kocowa.com/en_us/season/74145257/joseon-attorney-a-morality
강심장 리그	Thumbnail Battle: The Strongest Hearts	https://kokoatv.net/tv-show/%ea%b0%95%ec%8b%ac%ec%9e%a5-%eb%a6%ac%ea%b7%b8/	https://www.kocowa.com/en_us/season/77808304/thumbbattle-the-strongest-hearts
어쩌다 마주치, 그대	My Perfect Stranger	https://kokoatv.net/tv-show/%ec%96%b4%ec%a9%8c%eb%8b%a4-%eb%a7%88%ec%a3%bc%ec%b9%9c-%ea%b7%b8%eb%8c%80/	https://www.kocowa.com/en_us/season/76561204/my-perfect-stranger
나의 20 th 스무살	My 20 th Twenty	https://kokoatv.net/tv-show/%eb%82%98%ec%9d%98-x%ea%b0%99%ec%9d%80-%ec%8a%a4%eb%ac%b4%ec%82%b4/	https://www.kocowa.com/en_us/season/76411757/my-20th-twenty
하늘의 인연	Meant to be	https://kokoatv.net/tv-show/%ed%95%98%eb%8a%98%ec%9d%98-%ec%9d%b8%ec%97%b0/	https://www.kocowa.com/en_us/season/76179394/meant-to-be
과학수사대 스모킹건	KCSI: Smoking Gun	https://kokoatv.net/tv-show/%ea%b3%bc%ed%95%99%ec%88%98%ec%82%ac%eb%8c%80-%ec%8a%a4%eb%aa%a8%	https://www.kocowa.com/en_us/search?q=KCSI%20Smoking%20Gun

1			ed%82%b9-%ea%b1%b4/	
2	금이야 금이야	Apple of My Eye	https://kokoatv.net/tv-show/%ea%b8%88%ec%9d%b4%ec%95%bc-%ec%98%a5%ec%9d%b4%ec%95%bc/	https://www.kocowa.com/en_us/season/74047619/apple-of-my-eye
3	소년파 타지- 방과후 설렘 시즌2	Fantasy Boys	https://kokoatv.net/tv-show/%ec%86%8c%eb%85%84%ed%8c%90%ed%83%80%ec%a7%80-%eb%b0%a9%ea%b3%bc%ed%9b%84-%ec%84%a4%eb%a0%98-%ec%8b%9c%ec%a6%8c2/	https://www.kocowa.com/en_us/season/74483666/fantasy-boys

8 53. Defendants, individually and in cooperation together, are distributing
9 unauthorized copies of at least the above ten Works free of charge via the KOKOATV.NET
10 and KOKOA.TV websites in cooperation with VIDGROUND.COM. Further, Defendants
11 are distributing the unauthorized copies of the Works in the same OTT format as wA's
12 KOCOWA® service to users in the United States.

13 54. As the domain name registrar, Namecheap has the authority to control and
14 manage the KOKOATV.NET, KOKOA.TV, and VIDGROUND.COM domain names by
15 handling reservation of the domain names, assignment of available IP addresses, and if so
16 ordered, transfer, suspension, or cancellation of the domain names.

17 55. Defendants rely on Namecheap's services to operate the KOKOATV.NET,
18 KOKOA.TV, and VIDGROUND.COM websites.

19 56. Defendants are profiting from the unauthorized distribution of the Works at
20 least through the extensive placement of advertisements on the KOKOATV.NET website.

21 57. KOKOATV.NET, KOKOA.TV, and VIDGROUND.COM do not have a
22 registered agent for the notification of copyright infringement as required by the Digital
23 Millennium Copyright Act, 17 U.S.C. § 512, ("DMCA") and, therefore, are ineligible for
24 any safe harbor against liability that the DMCA provides.

1
2 **wA's Attempts to Stop the Infringing Conduct**
3

4 58. wA discovered KOKOATV.NET in or around April 2023. Realizing the
5 scope of copyright and trademark rights being infringed, counsel for wA contacted the
6 registrar for KOKOATV.NET, Namecheap, by email on April 27, 2023. A true and correct
7 copy of the April 27, 2023, email is attached hereto as Exhibit AD. In the email, wA's
8 counsel informed Namecheap that "the website <https://kokoatv.net/> ('Kokoatv') is
9 unlawfully providing, *inter alia*, numerous Korean television shows to viewers in the
10 United States." Further, using the Korean show Taxi Driver (season 2) (available at
11 [https://kokoatv.net/episode/%eb%aa%a8%eb%b2%94%ed%83%9d%ec%8b%9c-](https://kokoatv.net/episode/%eb%aa%a8%eb%b2%94%ed%83%9d%ec%8b%9c-%ec%8a%a4%ed%8e%98%ec%85%9c/)
12 [%ec%8a%a4%ed%8e%98%ec%85%9c/](https://kokoatv.net/episode/%eb%aa%a4%ed%8e%98%ec%85%9c/)) as one specific example, wA's counsel stated that
13 "wA is the exclusive licensee to provide this show to viewers in the United States," and
14 "wA has a good faith belief that Kokoatv does not have the right to present this show to
15 viewers in the United States." The April 27th email went on to request that Namecheap
16 unmask the owner of KOKOATV.NET so that wA "may contact the owner with our
17 concerns of potential trademark infringement directly."
18
19

20 59. Namecheap's Legal and Abuse Department responded to the April 27th email
21 on May 5, 2023, stating that "Whois contact information protected by the privacy protection
22 service can be revealed only based on an official request from a court." A true and correct
23 copy of this May 5, 2023, email is attached hereto as Exhibit AE. The May 5th email went
24 on to say that wA could send an email to the protected email address of the domain holder
25 and that "it will be forwarded to the real email address of the domain holder."
26
27

1
2 60. Consistent with Namecheap's advice that wA contact the website owner
3 directly by using their protected email address, counsel for wA did so on June 13, 2023. A
4 true and correct copy of the email and attached letter dated June 13, 2023, is attached hereto
5 as Exhibit AF. The email was addressed to the KOKOATV.NET domain registrant email
6 at <92551b95f08e433f8eab6e814f72103c.protect@withheldforprivacy.com> and the
7 DICECAKE.COM domain registrant email at
8 <9b7c519e810546e888747c8ae880f0f1.protect@withheldforprivacy.com>.
9
10

11 61. In its June 13th letter, wA informed the Kokoa Defendant that wA "owns and
12 operates the popular Kocowa® streaming service" and that wavve Americas "is the
13 exclusive Americas copyright licensee of much of the content published by the three major
14 Korean broadcast networks—KBS, MBC, and SBS." wA's counsel also stated that "wA
15 has not authorized any of the infringing websites to reproduce, distribute, or publicly display
16 the copyrighted material" as such "unauthorized reproduction and use...violates wA's
17 exclusive rights under United States Copyright Law, as set forth in 17 U.S.C. § 501." The
18 June 13th letter went on to say "wA further demands that you cease use of the
19 KOKOATV.NET domain name and any domain name confusingly similar to wA's
20 registered KOCOWA mark in connection with any video streaming service."
21
22

23 62. Then, on June 15, 2023, wA's counsel emailed another letter to Namecheap's
24 DMCA takedown email address. A true and correct copy of the June 15th email and attached
25 letter is attached hereto as Exhibit AG. In this letter, wA informed Namecheap that "the
26 website https://kokoatv.net/ is unlawfully providing, *inter alia*, numerous Korean television
27

1 shows and films to viewers in the United States.” Further, wA’s counsel stated that “wA
2 has not authorized use of any of its copyright-protected content on the Infringing Website.”
3 The June 15th letter went on to say that “the Infringing Website’s use of the KOKOA
4 trademark, which is phonetically similar to wA’s KOCOWA mark, is likely to cause
5 confusion, deception, and/or mistake among consumers as to the source or origin of the
6 registrant’s services or as to any affiliation, connection, or relationship between wA and the
7 Infringing Website, when none exist.”
8

9
10 63. Within one minute of emailing the June 15th letter to Namecheap, wA’s
11 counsel received a response from Namecheap confirming receipt of wA’s email and
12 assigning the matter Namecheap ticket ID: GYM-503-51087. A true and correct copy of
13 Namecheap’s June 15, 2023, email is attached hereto as Exhibit AH.
14

15 64. wA’s counsel sent a follow-up email to Namecheap on June 26th, reattaching
16 the same June 15th letter, asking for an update on Namecheap’s investigation and
17 specifically requesting that Namecheap “either disable access to the infringing content or
18 let us know as soon as possible if you require additional information to process this claim.”
19 A true and correct copy of this June 26th email (without repeat attachments) is attached
20 hereto as Exhibit AI.
21

22 65. On July 13, 2023, wA’s counsel sent an email to Defendant Registrant of
23 VIDGROUND.COM (hereinafter, the “Vidground Defendant”) once it learned that
24 VIDGROUND.COM is hosting and/or distributing unauthorized copies of the Works in
25 conjunction with KOKOATV.NET. A true and correct copy of this July 13, 2023, email is
26 attached hereto as Exhibit AJ. The email was addressed to the VIDGROUND.COM domain
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28

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1 registrant email at
2 <e73cf48afe140e0870c0d27fb9c4ef.protect@withheldforprivacy.com>.

3
4 66. In its July 13th email, wA's counsel informed the Vidground Defendant that
5 wA "owns and operates the popular Kocowa® streaming service" and that wA "is the
6 exclusive Americas copyright licensee of much of the content published by the three major
7 Korean broadcast networks—KBS, MBC, and SBS." wA's counsel also informed the
8 Vidground Defendant that the website <https://kokoatv.net/> ('Kokoatv') is unlawfully
9 providing numerous Korean television shows to viewers in the United States. Using
10 episode 15 of the Korean show Taxi Driver (season 2), (available at
11 <https://kokoatv.net/episode/%eb%aa%a8%eb%b2%94%ed%83%9d%ec%8b%9c-%ec%8b%9c%ec%a6%8c-2-15%ed%99%94/>) as one specific example, wA's counsel
12 further stated that it has found "substantial evidence indicating that the infringing video
13 streams originate from [the Vidground Defendant's] website, VIDGROUND.COM." The
14 email went on to demand that all episodes of this show be removed from
15 VIDGROUND.COM's servers and all streams of the show immediately cease.
16
17

18 67. Due to Defendants' and Namecheap's unwillingness to comply with wA's
19 reasonable requests, wA brings this lawsuit.
20
21

22 68. Namecheap has been aware of KOKOATV.NET's copyright and trademark
23 infringements since at least April 27th and was reminded of the same on June 15th and June
24 26th. To date, Namecheap has not taken any action to restrict access to any portion of
25 KOKOATV.NET in response to wA's requests.
26
27

28 69. wA does not know how many consumers have been deceived into freely

1 accessing the Works in the United States or in other jurisdictions via KOKOATV.NET
2 since the website began operation in or around February 2023.
3

4 70. As of today, the KOKOATV.NET website remains active.

5 **COUNT I**

6 **(Infringement of a Federally Registered Trademark by
7 Defendant Registrant of KOKOATV.NET and
8 Defendant Registrant of KOKOA.TV)**

9 [15 U.S.C. § 1114]

10 71. wA repeats and realleges the allegations of paragraphs 1 through 70 of this
11 Complaint as if fully set forth here.

12 72. The above-cited acts by Defendant Registrants of KOKOATV.NET and
13 KOKOA.TV (collectively, the “Kokoa Defendant”) constitute infringement of U.S.
14 trademark registration number 6183377, owned and currently used in commerce by wA, in
15 violation of 15 U.S.C. § 1114.

16 73. wA has been damaged by the Kokoa Defendant’s trademark infringement by
17 reason of the likelihood that customers, potential customers, and Korean entertainment
18 content distributors are likely to be confused as to the source or affiliation, sponsorship, or
19 approval of the KOKOATV.NET and KOKOA.TV websites with wA’s KOCOWA®
20 service, accessible at KOCOWA.COM.

21 74. By reason of the Kokoa Defendant’s acts alleged herein, wA has suffered
22 irreparable injury to its goodwill.

23 75. On information and belief, these acts of trademark infringement have been
24 willful and taken without regard to the established rights of wA.

25 76. In light of these acts and the foregoing, wA is entitled to injunctive relief

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prohibiting Defendant Registrants of KOKOATV.NET and KOKOA.TV from using the Kocowa Mark, including any marks identical and/or confusingly similar thereto, for any purpose and to recover from the Kokoa Defendant all damages, including attorneys' fees, that wA has sustained and will sustain as a result of these infringing acts, and all gains, profits, and advantages obtained by the Kokoa Defendant as a result thereof, in an amount not yet known, as well as the costs of this action pursuant to 15 U.S.C. § 1117(a), and/or attorneys' fees and treble damages pursuant to 15 U.S.C. § 1117(b).

77. wA is also entitled to a preliminary and permanent injunction preventing the Kokoa Defendant from further infringing wA's trademark rights.

COUNT II

**(Cybersquatting Under 15 U.S.C. § 1125(d) by
Defendant Registrant of KOKOATV.NET and
Defendant Registrant of KOKOA.TV)**

78. wA repeats and realleges the allegations of paragraphs 1 through 77 of this Complaint as if fully set forth here.

79. The Kokoa Defendant registered, trafficked in, and/or used the domain names KOKOATV.NET and KOKOA.TV, which are confusingly similar to wA's registered Kocowa Mark, with a bad faith intent to profit therefrom.

80. The domain names KOKOATV.NET and KOKOA.TV are phonetically similar to the Kocowa Mark in that they are nearly indistinguishable when pronounced syllabically (KO-CO-WA and KO-KO-A). Additionally, the KOKOATV.NET domain name only adds the generic acronym "TV," which fails to dispel any consumer confusion.

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81. On information and belief, the Kokoa Defendant had a bad faith intent to profit from wA's Kocowa Mark when it registered, trafficked in, and/or used the domain names KOKOATV.NET and KOKOA.TV in commerce.

82. As a direct and proximate result of the Kokoa Defendant's conduct, wa has suffered, and will continue to suffer, monetary loss and irreparable injury to its business, reputation, and goodwill.

83. Accordingly, to cease such confusion, the domain names KOKOATV.NET and KOKOA.TV should be transferred to wA.

COUNT III

(Copyright Infringement by All Defendants)

[17 U.S.C. § 501]

84. wA repeats and realleges the allegations of paragraphs 1 through 83 of this Complaint as if fully set forth here.

85. wA is the exclusive licensee having the right to distribute the Works in the United States under 17 U.S.C. § 106(3) & (5) and is entitled to seek damages for infringement of these rights under 17 U.S.C. § 501(b).

86. The Works are not United States work as defined by Section 101 of the Copyright Act at least because each Work was first published in Korea by MBC, SBS, or KBS. Korea is a party to the Berne Convention, having become a member on August 21, 1996. Thus, the registration requirement of 15 U.S.C. § 411(a) is excused as to the Works.

87. Defendants unlawfully created copies of the Works and, in concert together, distributed the Works via KOKOATV.NET and certain “spoof” websites only accessible via links hosted on KOKOATV.NET.

1 88. By distributing the Works to third parties in the United States via
2 KOKOATV.NET, KOKOA.TV, and VIDGROUND.COM, Defendants distributed the
3 Works without wA's authorization.
4

5 89. Defendants' unauthorized copying and distribution of the Works violates
6 wA's exclusive rights under 17 U.S.C. § 106.

7 90. Defendants' infringements have been deliberate, willful, and in utter
8 disregard of wA's exclusive rights. Indeed, since receiving actual notice of the above-
9 described infringements, Defendants have not taken action to remove the infringing content.
10 Further, the "spoof" webpages serve to hide the true location of the infringing content and
11 frustrate attempts to effect removal of the infringing content.
12

13 91. As a direct and proximate result of Defendants' willful copyright
14 infringement, wA has suffered, and will continue to suffer, monetary loss to its business,
15 reputation, and goodwill. wA is entitled to recover from Defendants, in amounts to be
16 determined at trial, the damages it has sustained and will sustain, and any gains, profits, and
17 advantages obtained by Defendants through their acts of infringement and distribution of
18 the infringing content pursuant to 17 U.S.C. § 504(b). At present, the amount of such
19 damages, gains, profits, and advantages cannot be fully ascertained by wA but will be
20 established according to proof at trial.
21

22 92. wA is also entitled to a preliminary and permanent injunction preventing
23 Defendants from further infringing wA's exclusive rights.
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COUNT IV

(Contributory Copyright Infringement by All Defendants)

[17 U.S.C. § 501]

93. wA repeats and realleges the allegations of paragraphs 1 through 92 of this Complaint as if fully set forth herein.

94. On June 13, 2023, the Kokoa Defendant received notice of copyright infringement of the Works on what are referred to herein as the “spoof” websites, including JUSTLINK.TV, DICECAKE.COM, and SFOODTV.COM. The notice also notified the Kokoa Defendant that by hosting deeplinks to infringing copies of the Works, it was separately liable for contributory copyright infringement.

95. As of June 13, 2023, the Kokoa Defendant knew or had reason to know that the deeplinks hosted on KOKOATV.NET lead to infringing copies of the Works.

96. By deeplinking to the infringing content, the Kokoa Defendant materially contributes to the above-described copyright infringement occurring on the “spoof” websites. On information and belief, due to webpage “spoofing,” the deeplinks hosted on KOKOATV.NET are the only means to access the infringing material.

97. Despite actual knowledge of its infringing conduct, the Kokoa Defendant refuses to remove the deeplinks and cease the infringements.

98. The Kokoa Defendant receives renumeration in the form of advertising revenue of ads hosted on KOKOATV.NET.

99. The Vidground Defendant was similarly informed of its complacency in the copyright infringements occurring on KOKOATV.NET and the “spoof” websites via email on July 13th. By hosting and/or distributing infringing copies of the Works, the Vidground

Defendant has materially contributed to the infringements occurring on KOKOATV.NET and/or the “spoof” websites.

100. Defendants will continue to realize unjust profits, gains, and advantages as a proximate result of its contributory infringement as long as such contributory infringement is permitted to continue.

101. As a direct and proximate result of Defendants' willful copyright infringement, wA has suffered, and will continue to suffer, monetary loss to its business, reputation, and goodwill. wA is entitled to recover from Defendants, in amounts to be determined at trial, the damages it has sustained and will sustain, and any gains, profits, and advantages obtained by Defendants through their acts of contributory infringement and distribution of the infringing content. At present, the amount of such damages, gains, profits, and advantages cannot be fully ascertained by wA but will be established according to proof at trial.

102. wA is also entitled to a preliminary and permanent injunction preventing Defendants from further infringing wA's exclusive rights.

COUNT V
**(Federal Unfair Competition by
Defendant Registrant of KOKOATV.NET and
Defendant Registrant of KOKOA.TV)
[15 U.S.C. § 1125(a)]**

103. wA repeats and realleges the allegations of paragraphs 1 through 102 of this
Complaint as if fully set forth here.

104. The Kokoa Defendant's offering of free access to copyrighted content exclusively licensed to wA and streamed to registered users via its KOCOWA® service available on, *inter alia*, KOCOWA.COM, constitutes a false designation of origin likely to

1 cause confusion or mistake, or to deceive, as to the affiliation, connection, or association of
2 the Kokoa Defendant with wA in violation of 15 U.S.C. § 1125(a).
3

4 105. On information and belief, the Kokoa Defendant's use of wA's Kocowa Mark
5 in commerce has, at all times, been willful, deliberate, and intentional. Defendant's use of
6 wA's Kocowa Mark in commerce was designed to usurp and wrongfully trade off of the
7 substantial investment and goodwill Plaintiff has developed in the Kocowa Mark.
8

9 106. Defendant's use of the Kocowa Mark is without wA's authorization or
10 authority and is in disregard for wA's right to control its trademark.
11

12 107. Further, the Kokoa Defendant's offering of the Works exclusively licensed to
13 wA free-of-charge directly undercuts wA's business model and risks wA's future success.
14

15 108. In light of the Kokoa Defendant's acts and the foregoing, wA is entitled to
16 injunctive relief prohibiting the Kokoa Defendant from using the Kocowa Mark or any
17 marks identical and/or confusingly similar thereto for any purpose and from infringing the
18 Works and is entitled to recover from the Kokoa Defendant all damages, including
19 attorneys' fees, that wA has sustained and will sustain as a result of Defendant's infringing
20 act, and all gains, profits, and advantages obtained by Defendant as a result thereof, in an
21 amount not yet known, as well as the costs of this action.
22

COUNT IV
**(Tortious Interference with Business Expectancy by
Defendant Registrant of KOKOATV.NET and
Defendant Registrant of KOKOA.TV)**

23 109. wA repeats and realleges the allegations of paragraphs 1 through 108 of this
24 Complaint as if fully set forth here.
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1 110. wA has had, and continues to have, existing and prospective business
2 relations with Korean broadcast networks, customers, and other individuals for the OTT
3 VOD distribution of Korean-produced programming.
4

5 111. wA has had reasonable business expectancies from these relations through
6 wA's previous experience and contacts in these areas, in that wA has prospered in providing
7 OTT VOD services in the United States for the past six years.
8

9 112. On information and belief, the Kokoa Defendant has been, at all relevant
10 times, aware of wA's existing and prospective business expectancies with such individuals
11 and entities for the OTT VOD distribution of Korean-produced programming, as well as
12 wA's reasonable expectation of business flowing from such relations.
13

14 113. On information and belief, the Kokoa Defendant is operating the website
15 KOKOATV.NET with the intent that such conduct disrupt or prevent business relations
16 between wA and other individuals and entities, thereby injuring wA's business.
17

18 114. On information and belief, the Kokoa Defendant has knowingly, willfully,
19 and without authorization offered free access to copyrighted content exclusively licensed to
20 wA and streamed to registered users on KOCOWA.COM. On information and belief, the
21 Kokoa Defendant has knowingly, willfully, and without justification or authorization used
22 the Infringing Mark with the intent to confuse or deceive the consuming public into
23 believing that the Kokoa Defendant's website is associated with wA when it is not.
24

25 115. The Kokoa Defendant's ongoing actions have interfered with, and will
26 continue to interfere with, the existing and prospective business relationships between wA
27 and other individuals and entities. As a direct and proximate result of the Kokoa
28

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Defendant's interference with wA's business expectancies, wA has sustained and will continue to sustain immediate and irreparable injury, including but not limited to, losses in profits and revenues, loss of existing and potential sales, contractors, agents, and employees, loss of business relationships with existing and future customers, employees, agents, and independent contractors, and loss of competitive business advantage, goodwill, opportunity, and/or expectancy.

116. The Kokoa Defendant's acts, as complained of herein, were willful, wanton, malicious, and oppressive, and were committed with a reckless disregard of wA's rights, and wA is therefore entitled to an award of exemplary and punitive damages.

PRAYER FOR RELIEF

WHEREFORE, wavve Americas, Inc. prays for:

1. A permanent injunction restraining Defendant Registrant of KOKOATV.NET and Defendant Registrant of KOKOA.TV from engaging in any further trademark infringement and unfair competition against wavve Americas, Inc.;

2. A monetary award sufficient to compensate wavve Americas, Inc. for the costs of corrective advertising;

3. Disgorgement of any profits Defendant Registrant of KOKOATV.NET and Defendant Registrant of KOKOA.TV enjoyed as a result of the use of the Kocowa Mark;

4. Transfer of ownership of the domain names KOKOATV.NET and KOKOA.TV to wavve Americas, Inc. or, in the alternative, termination or cancellation of the KOKOATV.NET and KOKOA.TV domain names;

5. All damages sustained by wavve Americans, Inc. as a result of Defendant Registrant of KOKOATV.NET and Defendant Registrant of KOKOA.TV's trademark infringement, including costs to correct and remedy any loss of reputation and/or goodwill;

6. Treble damages under the Lanham Act as a result of Defendant Registrant of KOKOATV.NET and Defendant Registrant of KOKOA.TV's willful trademark infringement;

7. Pursuant to 17 U.S.C. § 502, a preliminary and permanent injunction preventing Defendants from reproducing, distributing, or publicly displaying the Works or derivatives thereof;

8. Pursuant to 17 U.S.C. § 504, an award of all actual damages suffered by wavve Americas, Inc. including all direct and indirect profits earned by Defendants attributable to the infringement of the copyrighted Works, or in the alternative, an award of statutory damages;

9. Pursuant to 17 U.S.C. § 505, an award of all costs and reasonable attorneys' fees incurred prosecuting this action;

10. Recovery of any gains, profits and advantages Defendant have obtained as a result of Defendants' unlawful actions;

11. An award to wavve Americas, Inc. of its costs in this action, including its reasonable attorneys' fees under at least 17 U.S.C. § 1117, and any other applicable authority; and

12. Such other and further relief as the Court deems proper.

DATED this 30th day of August, 2023.

Respectfully submitted,

1 LEWIS ROCA ROTHGERBER CHRISTIE
2 LLP

3 By: /s/ Ryan D. Pont
4 Ryan D. Pont
5 Attorneys for Plaintiff Wavve Americas, Inc.

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Office Address

LEWIS ROCA

JURY DEMAND

wavve Americas, Inc. demands a jury trial on all issues for which a jury trial is permitted.

DATED this 30th day of August, 2023.

Respectfully submitted,

LEWIS ROCA ROTHGERBER CHRISTIE
LLP

By: /s/ Ryan D. Pont
Ryan D. Pont
Attorneys for Plaintiff Wavve Americas, Inc.

Office Address

LEWIS ROCA